

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Paul John Griffiths      Examiner: Unknown

Serial No.: 09/525,741      Group Art Unit: 3619

Filed: March 14, 2000

For: IMPROVED AIR SPRING

Docket No.: 60,130-391

Assistant Commissioner for Patents  
Washington, D.C. 20231

PETITION UNDER RULE 37 CFR 1.47(b)

Dear Sir:

The inventor of the above-referenced application, Paul John Griffiths, has effectively refused to execute this application. The owner of this application is Meritor HVS Limited, ("Meritor"). The undersigned is acting as agent for Meritor in this application, and is thus acting to submit the Declaration in the place of Mr. Griffiths.

The reasons for this action are set forth below.

Paul John Griffiths was employed by Meritor at Rackery Lane, Llay Wrexham LL120PB, United Kingdom, and under an obligation to assign inventions to Meritor. See fourth paragraph of page 5 in the attached Employment Agreement attached as **Exhibit A**.

The undersigned provided Mr. Griffiths with a draft of the above-referenced application Via Facsimile on June 22, 1999. See cover letter of June 22, 1999 attached as **Exhibit B**. As indicated in **Exhibit B**, Mr. Griffiths was provided with the opportunity to review the above-referenced patent application.<sup>1</sup>

Mr. Griffiths did not respond to the letter of June 22, 1999 and subsequently left Meritor. By letter of February 17, 2000 (copy attached as **Exhibit C**) another copy of each of the three (3) patent applications directed to developments made during Mr. Griffiths

<sup>1</sup> Mr. Griffiths failed to respond to three (3) separate letters each regarding one of the patent applications (09/525,862 - Attorney Docket No. 60,130,382; 09/524,436 - Attorney Docket No. 60,130,390; and 09/525,741 - Attorney Docket No. 60,130,391) directed to developments made during Mr. Griffiths employment at Meritor. Each application had been previously provided for his review and signature and each is now subject to a petition under rule 37 CFR 1.47(b).

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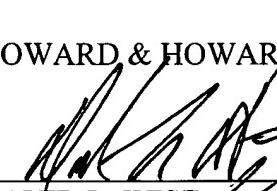
employment at Meritor were sent to Mr. Griffiths' home. The undersigned thus again provided Mr. Griffiths with the opportunity to review each of the patent applications. The undersigned further notified Mr. Griffiths that should he not respond by March 14, 2000, the patent applications would be filed without his signature.

The application as filed had thus been prepared and in the possession of the inventor for almost nine (9) months before it was eventually filed. The inventor is no longer employed by the assignee of this application. Thus, assignee needed to complete the filing of this application to protect its interests.

For the reasons set forth above, assignee submits that the filing of this application under Rule 37 CFR 1.47(b) is proper. Applicant asks that processing of this application now proceed.

Respectfully Submitted,

HOWARD & HOWARD ATTORNEYS, P.C.

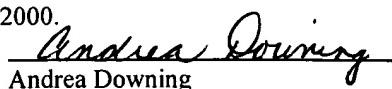
  
DAVID L. WISZ  
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Attorneys for Applicant  
HOWARD & HOWARD ATTORNEYS, P.C.  
The Pinehurst Office Center  
1400 North Woodward Avenue, Suite 101  
Bloomfield Hills, Michigan 48304-2856  
(248) 645-1483

Dated: June 29 00

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**CERTIFICATE OF MAILING**

I hereby certify that the above referenced documents are being deposited with the United States Postal Service as first-class mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Patents, Washington, D.C. on this 29 day of June, 2000.

  
Andrea Downing  
Andrea Downing

Mr P J Griffiths  
3 Arrowcroft Road  
Guilden Sutton  
CHESTER

Ref. COP/297

15th October 1998

**PRIVATE AND CONFIDENTIAL**

Dear Paul

Further to your recent discussions with your manager Mr Tom Hughes (Group Technical Director) and myself, I am pleased to amend and re-state your Terms and Conditions of Employment as Chief Suspensions Engineer within Meriter MVS Limited, based at the above address in Ley.

**APPOINTMENT**

Your appointment is as Chief Suspensions Engineer which commences with effect from 1<sup>st</sup> October 1998.

**DATE OF CONTINUOUS EMPLOYMENT**

Your date of commencement with the Company for the purpose of continuous employment is the 1<sup>st</sup> October 1984.

**SALARY**

Your salary with effect from 1<sup>st</sup> October 1998 will be £27,500 per annum.

This is a management position and salaries are paid monthly in arrears by credit transfer direct into your bank or building society account on or around the 25th of each month.

Salaries are normally subject to review in January each year and your next review will take place January 1999.

## PERFORMANCE INCENTIVE PAY PLAN

You are eligible to participate in the Meritor HVS Performance Incentive Pay Plan (PIPP) which is payable on an annual basis. The Company reserves the right to review and change the scheme from time to time.

### DUTIES AND RESPONSIBILITIES

This is a management position and your duties will be as described in the job description dated 24<sup>th</sup> November 1994.

You will be responsible to the Group Technical Director to whom any query on disciplinary matters or grievances relating to your employment should be directed. If you wish to appeal against a disciplinary decision or seek redress of any grievance, you should raise the grounds of your appeal in writing to the Group Human Resources Manager within three working days of the decision being taken.

### ROLES OF WORK

Your minimum normal hours of work are from 8.30 a.m. to 4.45 p.m. Mondays to Thursdays and from 8.30 a.m. to 3.45 p.m. on Fridays, or such hours as necessary for the satisfactory performance of your duties. You will be entitled to take a forty-five minute unpaid lunch break each day.

### OVERTIME

The post carries no overtime pay and you will be expected to work such amounts of additional time as may be necessary for the satisfactory performance of your duties without additional pay.

### TERMINATION OF EMPLOYMENT

The minimum period of notice for termination of employment by yourself will be three (3) calendar months. For termination by the Company the minimum period will be three (3) calendar months or such longer period as may be required under the terms of the Contract of Employment Act.

It will be lawful for the Company to terminate this appointment summarily by giving you written notice in the event of serious misconduct, refusal to carry

out your duties, otherwise than in the case of sickness or accident, or other breach of terms of this agreement.

The Company reserves the right to deduct any outstanding sums owed by you on termination from any monies owing to you at that time.

## HOLIDAYS

The holiday year is from 1st January to 31st December. You will be entitled to holiday pay at normal rate of pay for any Statutory or Bank Holiday that falls on your normal days of work.

You will also be entitled to twenty-five (25) days' paid annual holiday per annum, accrued on the basis of 2,080 days for each completed month of service.

All holidays must be agreed in advance with your Manager and Holiday booking forms are available from the Human Resources Department. Details of all Company holidays for the year are displayed on the notice boards. Three days only are allowed to be carried forward to the following year to be taken before the 31st March of that year.

If, when you leave the Company, holiday taken already exceeds entitlement, the Company reserves the right to deduct the equivalent sum from any monies owing to you at that time.

If, at the effective date of termination of your employment there is still annual leave due to you, subject to the provision of the following paragraph, you will be paid accrued pay in respect of those days. This payment will be in addition to any other payments due to you from the organisation.

If, however, you are summarily dismissed, or leave the service of the organisation without giving due notice in accordance with your contract of employment, no entitlement to accrued holiday pay will apply.

## COMPANY PENSION SCHEME

The Company operates its own contributory pension scheme and you will be eligible for membership. A contracting out certificate in respect

## **PRIVATE MEDICAL INSURANCE SCHEME**

You will continue to be eligible for private medical insurance (currently Guardian Health) provided by the Company.

### **COMPANY CAR**

You will be eligible to participate in the Company Car Scheme and a vehicle has been made available for your use. All running expenses will be met.

The Company reserves the right to review and change the car policy from time to time.

### **EXPENSES**

All reasonable out-of-pocket expenses will be met for travelling on behalf of the Company, provided that prior authorisation has been given.

Receipts will be required to verify those expenses.

### **OCCUPATIONAL HEALTH AND SAFETY REGULATIONS**

You will be required to take reasonable care of your health and safety and that of those with whom you work and to co-operate with the Company in complying with the requirements of the various occupational health and safety regulations. Copies of the Company's Health and Safety Policy, Smoking Policy and Alcohol/Drugs Policy are enclosed.

### **ABSENCE FROM WORK**

If you are absent from work you (or someone on your behalf if you are unable to do so yourself) must report this to Reception or Security as soon as possible on the first working day on which your absence begins. For any absence relating to sickness or injury you will be required to provide a self-certification upon returning to work. If your absence exceeds or is likely to exceed one week, you must consult your doctor and obtain from him or her a medical statement expressing his or her view of the reason for your absence from work. This statement must then be sent immediately to the Human Resources Department. If further certificates are required, these must similarly be submitted by you.

**CONFIDENTIAL**

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If you suffer an injury at work during the course of your employment with the organisation, you must immediately report this to Security who will be required to record the matter in the organisation's accident book.

Normal salary will be paid for up to 28 weeks of sickness absence in any twelve month period subject to the above. Thereafter payment will be at the Company's discretion.

### **CONFIDENTIALITY**

Any work done by yourself or confidential information obtained by you in the course of your employment becomes the property of the Company.

It will be your duty to make written reports of your work, and any inventions and technical and commercial developments to the Company and, where appropriate at the Company's expense, to take all steps necessary to enable the Company to protect such inventions and developments by patent or other suitable means. All such reports, patents, developments and inventions shall be the property of the Company.

No information concerning such reports, patents, developments or inventions may be communicated to any third party without the authorisation of the Company.

### **STANDARD OR BUSINESS CONTRACT AND CONFLICT OF INTEREST**

The Company has adopted policies in respect of Standards of Business Conduct and Conflict of Interest and it is a condition of employment that you agree to abide by these policies and to sign certificates in this regard. Copies of your signed certificates are on file in the Human Resources Department and form part of this Agreement.

I enclose a duplicate copy of this Instrument of appointment and certifies of

P J Griffiths

15th October 1998

employment, which I would ask you to sign in the space provided, indicating your acceptance of the terms and conditions in contained and to return this copy to me.

Yours sincerely

*C. Griffiths*

Carsten Peed (Man)  
Group Human Resources Manager  
Fax:

I accept the Terms and Conditions of Employment contained above, together with the attached schedules.

Signed:

*P. J. Griffiths*

Dated 20/10/98

# HOWARD & HOWARD

ATTORNEYS

*Established 1869*

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**David L. Wisz**

Bloomfield Hills Office

Direct Dial: (248) 723-0308

**June 22, 1999**

Via Facsimile

**Paul John Griffiths**  
**Meritor Heavy Vehicle Systems Limited**  
Rackery Lane  
Llay Wrexham  
LL 120PB  
United Kingdom

RE: U.S. Patent Application on:  
**IMPROVED AIR SPRING**  
Our File No. 60,130-391 - Your File No. 99 AUT 080

Dear Mr. Griffiths:

Attached please find a draft of the above-identified patent application for your review. I have also enclosed informal drawings to expedite your review process.

Please carefully review the applications for accuracy and completeness. Keep in mind that we must disclose the best mode known for practicing the invention at the time of filing. Under the law, the best mode must further be disclosed in a way that would enable one of ordinary skill in the art to practice the invention without undue experimentation.

If the application meets with your approval, please contact me at your earliest convenience. I will then forward a final draft of the application and associated Assignment and Declaration for your signature. We will also obtain approval from the Government of the United Kingdom to assure proper filing in the United States.

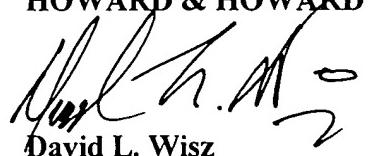
However, if you believe any changes are required, please contact me by facsimile or telephone so that I can revise the application. We will make sure that all changes are promptly made and this application filed in the immediate future.

Mr. Paul John Griffiths  
June 22, 1999  
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I look forward to hearing from you. In the meantime, should you have any questions, please do not hesitate to contact me.

Very truly yours,

HOWARD & HOWARD



David L. Wisz

DLW:ns

Enclosures

cc: M. Lee Murrah, Esq. (w/encl.)  
T. Olds, Esq. (w/o encl.)

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HOWARD & HOWARD  
ATTORNEYS